

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Joshua Kutchai		08/26/2007	INDIVIDUAL: UNITED STATES
Michael Kardos		08/26/2007	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	John Stampolis		
Street Address:	75 lipton lane		
City:	williston park		
State/Country:	NEW YORK		
Postal Code:	11596		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1785924	13TH FLOOR	
CORRESPONDENCE DATA			
Fax Number:	(516)746-0336		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	516-746-0336		
Email:	johnny13thfloor@verizon.net		
Correspondent Name:	John Stampolis		
Address Line 1:	75 lipton lane		
Address Line 4:	williston park, NEW YORK 11596		
NAME OF SUBMITTER:	john stampolis		
Signature:	/john stampolis/		
Date:	12/19/2007		
Total Attachments: 2			

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TRADEMARK ASSIGNMENT

WHEREAS, Michael Kardos, of 1653 Highridge Circle, Columbia, MO 65203 and Joshua Kutchai, of 349 Orange Road, Montclair, NJ 07042 have adopted, used and are using the mark "13TH FLOOR", which is registered in the United States Patent and Trademark Office, Registration No. 1,785,924, on August 3, 1993 (the "Mark"); and

WHEREAS, John Stampolis of 75 Lipton Lane, Williston Park, New York 11596, is desirous of acquiring the Mark, the registration therefor, and all of the goodwill of the business symbolized by the Mark.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and the parties agree as follows:

1. Michael Kardos and Joshua Kutchai do hereby assign to John Stampolis all right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, and the above-identified registration therefor. Michael Kardos and Joshua Kutchai shall not file any future Trademark Registrations including variations on the name, specifically including the words "13th" or "Floor."
2. John Stampolis agrees to pay Michael Kardos and Joshua Kutchai the sum of \$3,500.00. Receipt of this amount is acknowledged by our signature on this Trademark Assignment.
3. Michael Kardos and Joshua Kutchai retain the limited right to: 1) promote, distribute and sell the CD "Circus Under the Sky" (the "CD"), which they recorded while members of the musical group 13th Floor, and which bears the Mark on the CD itself as well as the packaging therefor; and 2) publicize their membership in the musical group 13th Floor at the time they recorded the CD prior to the date hereof. Michael Kardos and Joshua Kutchai also retain the right to sell individual tracks from the CD "Circus Under the Sky" in any form or media. John Stampolis, his heirs, successors and assigns shall have no right of compensation for such use or for sales of the CD or individual tracks from the CD. With the exception of the uses set forth in this Agreement, Michael Kardos and Joshua Kutchai shall not be allowed to use the name "13th Floor" for an other purpose. All permitted use and future good will shall inure to the benefit of John Stampolis.
4. In the event Michael Kardos and Joshua Kutchai enter into a Recording Agreement, they will change the name and no longer use the name 13th Floor or names that contain the words "13th" or "Floor."
5. Notwithstanding any of the foregoing, in no event shall Michael Kardos or Joshua Kutchai perform hereafter using the name "13th Floor" or under a name which contains the words "13th" or "Floor." Michael Kardos and Joshua Kutchai will include new labels on their musical material for shopping purposes to a record label following said date without using the name "13th Floor."
6. This Agreement supercedes all previous agreements and understandings and may only be modified by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment, which is valid as of the date of its full execution.

Michael P. Kardos

Michael Kardos

6/1/07

Date

Joshua Kutchai

Joshua Kutchai

5/31/07

Date

John Stampolis

Date

8/26/07 JS